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18 HORACIO DE VEYRA PALANA, JOAN SOLIVEN,
19 And ALEXANDER YALUNG, individually and for
the Certified Classes, and SHEILAH BALAGTAS
and FELIX CADENAS

13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA
15 SAN FRANCISCO DIVISION

16 HORACIO DE VEYRA PALANA, JOAN
17 SOLIVEN, CONCHITO CABILES, and
18 ALEXANDER YALUNG, individually
19 and on behalf of all others similarly
situated, and SHEILAH BALAGTAS and
FELIX CADENAS individually,

20 Plaintiffs,

21 v.

22 MISSION BAY INC. and PRINT IT
HERE AND COPY, INC.,

23 Defendants.

24 Case No. 13-CV-05235 SI

**[Proposed] ORDER GRANTING MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: May 13, 2016

Time: 10:00 a.m.

Location: Ctrm 1, 17th Floor

San Francisco Federal Courthouse

Judge: Susan Illston, Senior Judge

Trial Date: Not Set

1 The parties to the above-captioned litigation (the "Litigation") have entered into a Settlement
 2 Agreement and Release of Claims, together with exhibits (collectively, the "Settlement Agreement"
 3 or "Settlement"), that sets forth the terms and conditions for a proposed settlement, which if
 4 approved by the Court, would fully and finally resolve the Litigation.

5 Plaintiffs have filed a motion for preliminary approval of the Settlement Agreement and for
 6 an order directing dissemination of notice of class action settlement ("Motion"). The Motion came
 7 on for hearing on May 13, 2016, at 10:00 a.m. before the undersigned.

8 Having considered the Motion and the points and authorities and declarations submitted in
 9 support of the Motion, including the Class Action Settlement and Release and exhibits, and the
 10 notice of class action settlement, and the statements of counsel at the hearing on the Motion and
 11 **GOOD CAUSE** appearing, **IT IS HEREBY ORDERED** that the Motion is **GRANTED**, and the
 12 Court makes the following findings and orders:

13 1. This Order incorporates by reference the definitions in the Settlement Agreement,
 14 2 Second Supplemental Declaration of Tomas E. Margain
 15 found as Exhibit A to the ~~Declaration of Huy Tran~~ in Support of the Motion for Preliminary
 16 Approval [Docket No. 142] and all terms in this Order shall have the same meaning as set forth in
 17 the Settlement Agreement.

18 2. The class action settlement set forth in the Settlement Agreement, entered into among
 19 the Parties and their counsel, is preliminarily approved as it appears to be proper, to fall within the
 20 range of reasonableness, to be the product of arm's-length and informed negotiations, to treat all
 21 Class Members fairly, and to be presumptively valid, subject only to any objections that may be
 22 raised at or before the final approval hearing.

23 3. The Court finds that Plaintiffs' counsel conducted sufficient investigation and
 24 research, and that they were able to reasonably evaluate the position of Plaintiffs and class members
 25 and the strengths and weaknesses of their claims. Plaintiffs have provided the Court with enough
 26

information about the nature and magnitude of the claims being settled, as well as the impediments to recovery, to make an independent assessment of the reasonableness of the terms to which the parties have agreed.

4. The Court also finds that settlement now will avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the Action.

5. The Court preliminarily approves the Settlement Agreement, including all the terms and conditions set forth therein and the class settlement amount and allocation of payments to Class Members.

6. The rights of any potential dissenters to the proposed Settlement are adequately protected in that they may exclude themselves from the Settlement and proceed with any alleged claims they may have against Defendant, or they may object to the Settlement and appear before this Court. However, to do so they must follow the procedures outlined in the Settlement Agreement and Notice of Class Action Settlement. Failure to follow the procedures outlined in the Settlement Agreement and Notice of Class Action Settlement for making objections shall result in waiver and the objector shall be foreclosed from challenging any of the terms of the Settlement.

7. The Court approves, as to form and content, the proposed Notice of Class Action
2 Second
Settlement (“Class Notice”) found at Exhibit ~~1~~ of the Supplemental Declaration of Tomas E.
Margain in Support of Preliminary Approval. The Notice shall be translated by a Tagalog translator
hired by the Third Party Administrator CPT Group.

8. The Court hereby appoints CPT Group as the Third Party Claims Administrator.

9. The Court approves the proposed payouts as contained in Exhibit 2 of the
Docket No. 149
Supplemental Declaration of Tomas E. Margain in Support of Preliminary Approval. CPT Group is

1 directed to use these amounts to determine payments, payroll tax, and apportion any excess funds in
 2 a pro-rate basis among the 42 class members.

3 10. The Court directs the mailing by the Third Party Claims Administrator, by First-Class
 4 U.S. mail, of the Class Notice to Class Members in accordance with the schedule set forth below and
 5 the other procedures described in the Settlement Agreement. The Court finds that the method
 6 selected for communicating the preliminary approval of the Settlement Agreement to Class Members
 7 is the best notice practicable under the circumstances, constitutes due and sufficient notice to all
 8 persons entitled to notice, and thereby satisfies due process.

9 11. All further proceedings are hereby stayed except for any that are required to effectuate
 10 the Settlement Agreement.

11 12. The following dates shall govern for purposes of this Settlement:

12 The Court expressly reserves the right to continue or adjourn the final approval hearing from
 13 time to time without further notice to the Class Members.

| Date | Event |
|--|--|
| No later than 15 calendar days after the Court enters its order granting preliminary approval of the Settlement Agreement.) | Defendants to produce to the Settlement Administrator and to Class Counsel any updated contact information they have received within the last 6 months from any of the 41 class members. 42 |
| May 28, 2016 (or not later than 10 calendar days after the Defendants produce the list, if any, of updated contact information of the class members) | Last day for the Settlement Administrator to mail the Class Notice to all Class Members. |
| July 6, 2016 (or not later than 45 calendar days after the Claims Administrator mails the Class Notice, if later) | Last day for Class Members to submit Requests for Exclusion or objections to the Settlement. |
| July 8, 2016 | Last day for Plaintiffs to file the Motion for Final Approval of Class Action Settlement and Last day for Class Counsel to file the Motion for Attorneys' Fees, Costs, and Class Representative Enhancement Payments.. |

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|---|-----------------------------------|--|
| 1 | August 5, 2016 at 10:00 am | Hearing on Motion for Final Approval of Class |
| 2 | | Action Settlement and Motion for Attorneys' |
| 3 | | Fees, Costs, and Class Representative Enhancement Payments. |

4 **IT IS SO ORDERED.**

5 **Dated:** 5/18/16

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7 **Hon.** Susan Illston
8 Senior District Judge
9 United States District Court

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